

Appl. No. 09/938,184  
Amdt. Dated October 3, 2005  
Reply to Office Action of 06/03/05

Docket No. CM04642H P01  
Customer No. 22917

### REMARKS/ARGUMENTS

Claims 12-18 remain in the application. Applicants request that the Examiner reconsider the application in view of those remarks and arguments.

The Examiner has rejected Claims 12-13 and 17-18 under 35 U.S.C. 102(b) as being anticipated by Mulford (USPN 5,301,232). Applicants traverse these rejections.

Mulford fails to disclose all of the limitations recited in Claim 12 and included by dependency in Claims 13 and 17-18. For example, Mulford does not disclose the limitations recited in Claim 12 of "receiving, by the key delivery device, one or more key management messages including indicia of respective target communication devices that are to receive the key management messages." Mulford discloses a centralized approach for "over-the-air programming of electronic devices." (Col. 1, lines 8-10.) Using this approach, a centralized "Key Management Controller" or "KMC" "periodically generate(s) encryption rekey messages which are transmitted . . . in order to provide the new encryption information to the communication units which according to the KMC's databasc have yet to receive the new encryption keys." (Col. 3, lines 15-20.)

Since the method is an over-the-air rekeying approach, the KMC internally generates (as shown above) the encryption key messages and directly transmits those messages to the intended communication units without the use of an intermediate "key delivery device." Since, no key delivery device is used or disclosed in Mulford, it follows that the Mulford system has no need for and Mulford correspondingly does not disclose a step of "receiving, by the key delivery device, one or more key management messages including indicia of respective target communication devices that are to receive the key management messages."

The Examiner argues that Col. 4, lines 17-44 discloses the above-quoted limitations recited in Claim 12. Applicants disagree. That passage instead discloses ways in which the KMC may determine the communication units that "have yet to receive the communication keys". Whereupon, the KMC then forward these keys to those communication units. In this instance as well, the KMC transmits the keys directly to the communication units without the use of an intermediate key delivery device.

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For these reasons, Applicants submit that Claim 12 is in a condition for allowance and that Claims 13 and 17-18 that depend from and include all of the limitations recited in Claim 12 are likewise in a condition for allowance for all of the reasons as Claim 12.

The Examiner has rejected Claims 14-15 under 35 U.S.C. 103(a) as being unpatentable over Mulford in view of Doiron (USPN 5,481,610). Applicants traverse these rejections. As argued above, Mulford fails to disclose all of the limitations recited in Claim 12 and included in all of the claims depending therefrom. For example, Mulford fails to disclose the limitations recited in Claim 12 and included by dependency in Claims 14-15 of "receiving, by the key delivery device, one or more key management messages including indicia of respective target communication devices that are to receive the key management messages". Since Doiron also fails to teach or suggest these limitations, the combined teachings of Mulford and Doiron do not render Claims 14-15 obvious. Accordingly, Claims 14-15 are in a condition for allowance.

The Examiner has rejected Claim 16 under 35 U.S.C. 103(a) as being unpatentable over Mulford in view of Press (USPN 5,745,572). Applicants traverse these rejections. As argued above, Mulford fails to disclose all of the limitations recited in Claim 12 and included in all of the claims depending therefrom. For example, Mulford fails to disclose the limitations recited in Claim 12 and included by dependency in Claim 16 of "receiving, by the key delivery device, one or more key management messages including indicia of respective target communication devices that are to receive the key management messages". Since Press also fails to teach or suggest these limitations, the combined teachings of Mulford and Press do not render Claim 16 obvious. Accordingly, Claim 16 is in a condition for allowance.

The Examiner has further rejected Claims 12-15 and 17 under 35 U.S.C. 103(a) as being unpatentable over Steinbrenner (USPN 5,093,860), in view of Gilhousen (USPN 4,613,901). Applicants traverse these rejections.

Applicants submit that the combined teachings of Steinbrenner and Gilhousen do not teach or suggest all of the limitations recited in Claim 12 and included by dependency in Claims 13-15 and 17. Unlike Mulford, the system in Steinbrenner may use a key delivery device (called a "key variable loader" or "KVL") "to transfer key data to [a] radio or other encrypted unit." (Col. 2, lines 59-61.) The KVL requests and receives this key data from a "Key Management Controller" or "KMC" (similar to the KMC disclosed in Mulford), which Steinbrenner states is

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the "central point for distributing this [key] data over [a] communication channel." (Col. 2, lines 31-40 and 48-53.)

However, what Steinbrenner fails to teach or suggest, which is recited in Claim 12, are the limitations that the key data received in the KVL include "indicia of respective target communication devices that are to receive the key management messages." Moreover, since there is no such indicia included in the key data, the Steinbrenner system has no need for and Steinbrenner correspondingly does not disclose the additional steps recited in Claim 12 and included by dependency in Claims 13-15 and 17 of "determining, by the key delivery device upon connecting to the one or more candidate encryption devices, which ones of the candidate encryption devices are target encryption devices; and delivering, from the key delivery device, one or more key management messages to the candidate encryption devices determined by the key delivery device to be target encryption devices." Steinbrenner instead simply teaches that the KVL distributes the key data using a "typical key transfer protocol" to each radio or device in "a group of radios or other encrypted device." When the transfer protocol is complete, the KVL receives indicia (in the form of "the radio identification (ID)") from each radio that has received the key data. (Col. 3, lines 28-35.)

Applicants further submit that Gilhousen's teachings are directed to "subscription television systems and . . . particularly . . . to a system for controlling scrambling and descrambling and selective, remote descrambling of television signals." Moreover, this reference also fails to teach or suggest using a key delivery device and accordingly fails to teach or suggest the above-quoted limitations recited in Claim 12 and included by dependency in Claims 13-15 and 17.

For these reasons Applicants submit that Claim 12 is in a condition for allowance, and that Claims 13-15 and 17 that depend from and include all of the limitations of Claim 12 are likewise in a condition for allowance for all of the same reasons as Claim 12.

No amendment made was related to the statutory requirements of patentability unless expressly stated herein. No amendment made was for the purpose of narrowing the scope of any claim, unless Applicant has argued herein that such amendment was made to distinguish over a particular reference or combination of references.

The Applicants believe that the subject application, as amended, is in condition for allowance. Such action is earnestly solicited by the Applicants.

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In the event that the Examiner deems the present application non-allowable, it is requested that the Examiner telephone the Applicants' attorney or agent at the number indicated below so that the prosecution of the present case may be advanced by the clarification of any continuing rejection.

Please charge any fees that may be due to Deposit Account 502117, Motorola, Inc.

Respectfully submitted,

**SEND CORRESPONDENCE TO:**

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Attachments